

**COMMONWEALTH OF VIRGINIA**



**LYNCHBURG CIRCUIT COURT**  
Civil Division  
900 COURT STREET P. O. BOX 4  
LYNCHBURG VA 24505  
(434) 455-2620

**Summons**

To: **WAGMAN HEAVY CIVIL INC**  
CORPORATION SERVICE CO R/A  
100 SHOCKOE SLIP FL 2  
RICHMOND VA 23219-4100

Case No. 680CL19000169-00

The party upon whom this summons and the attached complaint are served is hereby notified that unless within 21 days after such service, response is made by filing in the clerk's office of this court a pleading in writing, in proper legal form, the allegations and charges may be taken as admitted and the court may enter an order, judgment, or decree against such party either by default or after hearing evidence.

Appearance in person is not required by this summons.

Done in the name of the Commonwealth of Virginia on, Tuesday, February 26, 2019

Clerk of Court: EUGENE C. WINGFIELD

by *Eugene C. Wingfield*  
(CLERK/DEPUTY CLERK)

Instructions:

Hearing Official:

Attorney's name:

WATSON, J FREDERICK  
2306 AATHERHOLT ROAD  
P O BOX 6320  
LYNCHBURG VA 24505



VIRGINIA:

IN THE CIRCUIT COURT FOR THE CITY OF LYNCHBURG

BRADLEY/THORNHILL, LLC,  
a Virginia limited liability company,

and

LAND GROUP, A LIMITED PARTNERSHIP,  
a Virginia limited partnership,

Plaintiffs,

v.

Case No.: CL19-169

WAGMAN HEAVY CIVIL, INC.  
a Pennsylvania corporation,

Serve: Corporation Service Company, Registered Agent  
100 Shockoe Slip, Fl. 2  
Richmond, VA 23219-4100  
(City of Richmond)

Defendant.

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**COMPLAINT**

Comes now the plaintiffs, Bradley/Thornhill, LLC ("Bradley/Thornhill"), and Land Group, a Limited Partnership ("Land Group"), by counsel, and for their Complaint against the defendant, Wagman Heavy Civil, Inc. ("Wagman"), respectfully states the following:

**The Parties**

1. Plaintiff Bradley/Thornhill is a limited liability company organized under the laws of the Commonwealth of Virginia and having its principal place of business in the City of Lynchburg, Virginia.

2. Plaintiff Land Group is a limited partnership organized under the laws of the Commonwealth of Virginia and having its principal place of business in the City of Lynchburg, Virginia.

3. Upon information and belief, defendant Wagman is a corporation organized under the laws of the Commonwealth of Pennsylvania and having its principal place of business in York County, Pennsylvania. The principal office of Wagman is located at 3290 North Susquehanna Trail, York, Pennsylvania 17406.

**Count I – Breach of Contract**

4. Plaintiff Bradley/Thornhill owns, and at all times relevant to this matter owned, certain real property located in the City of Lynchburg, consisting of approximately 3.076 acres and identified as Parcel ID No. 115-01-012.

5. Plaintiff Land Group owns, and at all times relevant to this matter owned, certain real property located in the City of Lynchburg, consisting of approximately 12.613 acres and identified as Parcel ID No. 115-01-020.

6. By written contract dated March 10, 2016, by and between the plaintiffs and Wagman, the plaintiffs agreed to allow Wagman to remove Borrow Material from their respective properties. As consideration for the Borrow Material, Wagman agreed to leave the plaintiffs' properties drained and seeded in accordance with Virginia Department of Transportation and City of Lynchburg specifications and left to the plaintiffs' satisfaction. A copy of the parties contract is attached hereto as "Exhibit A" and is made a part hereof.

7. Pursuant to the contract, Wagman removed significant amounts of Borrow Material from the plaintiffs' properties for use by Wagman in the construction of the new US 29/460 interchange and roadway extension project at Odd Fellows Road in the City of Lynchburg.

8. Despite its contract with the plaintiffs, and despite removing significant amounts of valuable Borrow Material from the plaintiffs' properties, and despite repeated demands by the plaintiffs, Wagman failed to leave the properties drained and seeded in accordance with Virginia Department of Transportation and City of Lynchburg specifications and to the plaintiffs' satisfaction.

9. Wagman's failure and refusal to leave the properties drained and seeded in accordance with Virginia Department of Transportation and City of Lynchburg specifications, and to the plaintiffs' satisfaction, constitutes a breach of contract for which the plaintiffs' are entitled to be compensated.

10. As a direct consequence of Wagman's breach of contract, the plaintiffs will have to expended large sums of money to drain and seed the properties in accordance with Virginia Department of Transportation and City of Lynchburg specifications, and the plaintiffs have otherwise suffered damages in the amount of \$1,300,000.00.

**Count II – Unjust Enrichment**

11. The plaintiffs adopt and reallege paragraphs 1 through 10 of this Complaint as if set forth in full here.

12. The plaintiffs' provision of Borrow Material to and for the benefit of Wagman conferred a direct, substantial, and valuable benefit to Wagman.

13. Wagman was fully aware of the benefit that was being conferred upon it by the plaintiffs' provision of Borrow Material to and for the benefit of Wagman.

14. Wagman accepted, removed, and used for its pecuniary benefit over 300,000 cubic yards of Borrow Material provided by the plaintiffs.

15. It is, and would be, inequitable for Wagman to retain and enjoy the benefits conferred upon it by the plaintiffs without paying for the value of such benefits.

16. To permit Wagman to retain the benefits conferred upon it by the plaintiffs, without paying for the value of those benefits, would result in the unjust enrichment of Wagman.

17. The value of the benefits conferred upon Wagman by the plaintiff is \$2,500,000.00.

#### **Demand for Trial by Jury**

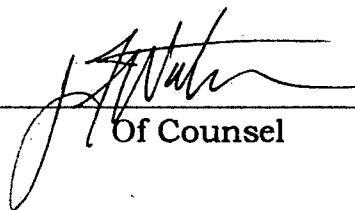
18. Bradley/Thornhill and Land Group hereby demand a trial by jury.

WHEREFORE, the plaintiffs respectfully pray the Court for the entry of an order granting to the plaintiffs judgment against the defendant for breach of contract in the amount of ONE MILLION THREE HUNDRED THOUSAND DOLLARS (\$1,300,000.00) or, alternatively, for unjust enrichment in the amounts of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS

(\$2,500,000.00), together with interest at the legal judgment rate until paid, their costs on their behalf expended, and for such other and further relief as the nature of this case may require.

**BRADLEY/THORNHILL, LLC, and  
LAND GROUP, a LIMITED PARTNERSHIP**

By



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Of Counsel

James Frederick Watson, Esquire  
VSB No. 40322  
CASKIE & FROST  
P. O. Box 6320  
2306 Atherholt Road  
Lynchburg, Virginia 24505  
Telephone: (434) 846-2731  
Facsimile: (434) 846-0496  
fwatson@caskiefrost.com

TDR-3-2016 02:04P FROM: MODERN BUILDINGS, INC 434 385 5285

TO: 18047336281

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General Contractors | Heavy Civil | Earthmoving

STATE PROJECT NUMBER 2999-115-240, R201, C501, R628

CITY OR COUNTY

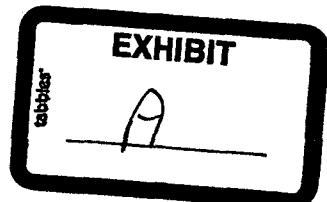
CITY OF LYNCHBURG

This agreement made on March 10<sup>th</sup>, 2016, by and between Bradley/Thornhill LLC (Parcel ID #115-01-012) and Land Group a Limited Partnership (Parcel ID #115-01-020), the landowners, and Wagman Heavy Civil, Inc. the contractor, in which the landowners agree to allow the Contractor to remove Borrow Material from the landowners Parcel 012 (Tax Map #115-01-012) and Parcel 020 (Tax Map #115-01-020). The contractor agrees to leave the area drained and seeded in accordance with Virginia Department of Transportation and City of Lynchburg specifications and left to the landowners' satisfaction. The parties to this agreement do hereby agree to indemnify, defend, and hold harmless the Commonwealth of Virginia, the Department of Transportation, and its employees from any and all liability and damages to persons and/or property which may result from any act or omission in performing any and all work as described herein.

Wagman Heavy Civil, Inc. hereby agrees to indemnify, defend, and hold harmless the Landowners from any and all liability and damages to persons and/or property or any liability for any liens, mechanic's or otherwise, which may result from any act or omission of Wagman Heavy Civil, Inc. in performing any and all work as described herein.

York, PA | Berryville, VA | Christiansburg, VA

Wagman.com



3-2016 02:04P FROM:MODERN BUILDINGS, INC 434 355 5225

TO:18847336281

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**Wagman Heavy Civil, Inc. agrees to be responsible to secure all required permits to perform said work.**

**In the event any liens are filed against the property as a result of the actions of Wagman Heavy Civil, Inc., then Wagman Heavy Civil, Inc. agrees to secure a bond equal to the amount of the lien in addition to paying for all legal costs associated with defending the landowner to settle said lien.**

**WAGMAN HEAVY CIVIL, INC.**

Ron E. Myers

DATE 3/12/2016

**BRADLEY THORNHILL, LLC**

John R. Brombie, Jr.

It's MANAGER

DATE 3-9-16

**LAND GROUP a LIMITED PARTNERSHIP**

John R. Brombie, Jr.

It's GENERAL PARTNER

DATE 3-9-16

York, PA | Scranton, PA | Philadelphia, PA

**BEST PLACES**   
to work in PA

**Wagman.com**